



Publications Transmittal

Transmittal Number PT 03-016	Date March 2003
Publication Distribution To: All holders of the Right of Way Manual	
Publication Title Right of Way Manual	Publication Number M 26-01
Originating Organization Environmental & Engineering Programs, Real Estate Services	

Remarks and Instructions

Remarks: Please note that this revision is in an electronic version only.

Instructions:

Chapter	Remove		Insert	
	Pages	Sheets	Pages	Sheets
Chapter 3	13	1	13	1
Appendix 4-1	13	1	13	1
Chapter 8	6, 19, 33, 41	4	6, 19, 33, 41	4
Chapter 9 Contents	9-i – 9-iv	4	9-i – 9-iv	4
Chapter 9	9-10, 42	3	9-10, 42	3
Chapter 10	2, 6	2	2, 6	2
Appendix 10-1	5	1	5	1
Chapter 11	17	1	17	1
Chapter 12	8	1	8	1

Distributed By Directional Documents and Engineering Publications	Phone Number (360) 705-7430 FAX: 705-6861	Signature /s/ Stephanie Williams
---	---	-------------------------------------

3. Every eligible displacee receives a choice of one of the following moving expense payments:
 - a. Actual and reasonable expenses for:
 - (1) Moving the personal property owned by the displacee, family members, business, farm, or nonprofit organizations.
 - (2) Other related moving costs as described in Chapter 12 of this manual.
 - b. A residential moving expense payment per schedule established by WSDOT of \$150 per eligible room, plus a dislocation allowance of \$300.
 - c. A business or farm may receive a payment equal to its average annual net income over the last two tax years prior to displacement (but not less than \$1,000 nor more than \$20,000). A business cannot receive this payment unless:
 - (1) It cannot be relocated without a substantial loss of patronage.
 - (2) The business does not have more than three other establishments engaged in the same business.
 - (3) The business has personal property that must be moved.
4. The occupant of a dwelling may receive a replacement housing payment as follows:
 - a. If the displacee has been the owner-occupant for at least 180 days prior to the date of initiation of negotiations, and if the displacee buys and occupies decent, safe, and sanitary (DSS) housing not later than one year from the later of the date on which final payment is received or the date the displacee moves from the acquired property, the replacement housing payment may include:
 - (1) Purchase price supplement as determined by WSDOT standards, up to a statutory maximum of \$22,500.
 - (2) Increased interest expense.
 - (3) Title, recording, and certain other closing costs for the replacement housing.
 - b. If the displacee has been the legal occupant for at least 90 days prior to the date of initiation of negotiation and if the displacee rents and occupies DSS housing not later than one year from the date the displacee moves from the acquired property, the replacement housing may include:
 - (1) Rent supplement as determined by WSDOT standards up to a statutory maximum of \$5,250, or
 - (2) Down payment to purchase a DSS dwelling; however, the down payment cannot exceed the rent supplement as determined by WSDOT.

- b. Sketch and photograph: Need not be drawn to scale but must include dimensions of land and any improvements, access front-ages, or easements, photo directions, north arrow, abutter tracts labeled “A,” “B,” “C,” etc., and nearness to a landmark so it can be located in the field. A minimum of one Polaroid-type photograph of the parcel is required in this section.

2. Item VI

- a. The appraiser correlates attached comparable sales *Market Data* (Forms RES-210 and RES-210B) to an estimate of the market value as an entity. If the parcel is such that no sales of comparable properties exist, the Appraiser estimates value and justifies the conclusion using sound and consistent reasoning.
- b. In this section the Appraiser lists the names and mailing addresses of the abutters noted as “A,” “B,” etc., on the sketch. In the case of abutters under contract, the contract vendee is considered the abutting owner.

3. Item VII

- a. The Appraiser’s concluded entity value is inserted at A.
- b. For each abutting property, the Appraiser lists the unit value (per SF, per acre, etc.) at B, based on the Appraiser’s knowledge of land values per brokers, sales, etc., in the vicinity.
- c. The Appraiser lists the unit value of abutter lands, assuming each is joined with the subject, at C.
- d. The Appraiser signs and dates the *Surplus Property Report* and submits the original to the Appraisal Review Section Supervisor.
- e. When using the short form or standard narrative form for appraisal of surplus properties, the Appraiser attaches the *Surplus Property Report* to the appraisal addenda, filling out only These portions in 3a, b, c, d.

8-3.1.3 Procedures

8-3.1.3.1 Payment of Current Year's Tax

Note: Refer to Section 8-3.1.2B.

- A. For either a total or a partial acquisition, the Acquisition Agent, or the owner's election:
 1. Allows the owner to pay the tax lien. The Acquisition Agent includes proof of the payment with the *Right of Way Acquisition Transmittal*.
 2. Pays the tax lien by a separate *Real Property Voucher* (DOT Form 262-039) made payable to and signed by the appropriate County Treasurer. The amount of this voucher is shown as a deduction on the "principal" *Real Property Voucher*.
 3. If the mortgagee is holding reserves to pay the real property taxes, obtains a "Tax Payoff" letter from the mortgagee. The Acquisition Agent requests that this letter be prepared and signed by the appropriate official of the mortgage company guaranteeing payment of the real property taxes. He includes this letter in the data package transmitted with the *Right of Way Acquisition Transmittal*.
- B. If the transaction is to be closed in escrow, includes instructions to pay the real property tax in the escrow agreement.

8-3.1.3.2 Payment of Delinquent Taxes

The Acquisition Agent clears the lien of delinquent taxes by using the procedures of Section 8-3.1.3.1. If a separate voucher is written for the payment, the Acquisition Agent has the County Treasurer compute the interest to be charged allowing sufficient lead time (approximately 60 days) to enable payment to be received by the County Treasurer. If desired, a statement may accompany the voucher.

8-3.1.3.3 Payment by Tax Segregation

On a partial acquisition, the Acquisition Agent or the owner may request that the County Assessor segregate both the assessed valuation and the real property taxes between the property acquired by the state and the remainder. Then the taxes are paid on at least the portion acquired by the state (RCW 84.60.070) using the procedures in Sections 8-3.1.3.2 and 8-3.1.3.3.

8-3.1.3.4 Clearance by Tax Set Over

On a partial acquisition, if the assessed valuation of the remainder exceeds the total amount of all current and delinquent taxes, the amount of the real property tax applicable to the state's acquisition may be "set over" to the remainder thus avoiding the necessity of making a tax payment prior to closing. The Tax Set Over Letter (Figure 8-3.1.3.4) may be prepared by the Acquisition Agent, is signed by the owners and is approved by the County Assessor and the County Treasurer. The Acquisition Agent includes the *Tax Set Over Letter* in the data package transmitted with the *Right of Way Acquisition Transmittal*.

- c. The documents of release are “Release of Lien” and “Partial Release of Lien.”
 - d. The documents of release are drafted for each specific case under the supervision of the Region RESM in coordination with the Assistant Director of the Title and Condemnation Program.
 - e. The documents of release are recorded with the County Auditor instead of filing with the County Clerk.
- B. Federal Tax Lien: The Acquisition Agent clears the Federal Tax Lien by adapting the procedures for clearing of “Judgments” in Section 8-3.4 under the following conditions:
- 1. Deals with the Internal Revenue Service (IRS) office closest to the property.
 - 2. Requests that the IRS file a release where the debtor indicates the debt has been paid.
 - 3. Includes a copy of the debtor’s receipt identifying his payment of the debt or a copy of the release with the *Right of Way Acquisition Transmittal*.
 - 4. Explains the method of clearance on the Encumbrance Report.
- C. Lien on Estate of Deceased: Refer to Section 8-5.5.
- D. Miscellaneous Monetary Encumbrances: When the Title Report or any information obtained by the Acquisition Agent discloses or raises questions concerning possible existence of other types of indebtedness on the part of the state’s grantor, the Acquisition Agent refers the information to the Region RESM and requests specific guidance.

8-3.6 Clearing of Deeds of Trust, Mortgages, and Other Monetary Liens

Partial Reconveyances or Releases are not required on partial acquisitions when the dollar amount of compensation does not exceed \$5,000 and there are no appreciable improvements in the area being acquired.

If the compensation is between \$5,000 and \$10,000, the form Request to Accept Encumbrance (Figure 8-3.3.4) is completed by the Acquisition Agent and sent to Headquarters for consideration prior to transmittal of the parcel file.

The form is self-explanatory and must be completed before submission.

Most mortgages and deeds of trust contain an eminent domain clause calling for all proceeds to be applied to the unpaid balance; if not, the lender can call all amounts immediately due and payable. The agent must inform the property owner of this fact and so note in the activities diary. The response of the owner should also be clearly noted.

If the owner elects to apply the proceeds to the unpaid balance, that is their decision. In this case, we will not require a release.

Note: This procedure does not apply to DSHS liens and other child support judgments.

B. The Acquisition Agent:

1. Handles encumbrances in accordance with instructions by the Region RESM as in A, above.
2. Makes appropriate explanations in his Encumbrance Report (see Section 8-2.1.2C).

8-4.8 Vacated Streets and Roads**8-4.8.1 General**

- A. Streets and roads are vacated by either city or county ordinance. Such vacations will be noted in the PC.
- B. If applicable, the *Nonuser Statute* (RCW 36.87.090) may be used as the basis to vacate a platted street.

Note: The state of Washington has no statutory authority to vacate any road, street, or highway. The *Nonuser Statute* is permissive only and action thereunder must be taken by the city, county, or courts to perfect title.

8-4.8.2 Rules

- A. A recorded claim of title to a vacated street will appear in the PC, and is cleared by the Acquisition Agent in the course of the negotiations with the abutting owner (i.e., the property owner to whose lands the vacated street or road “attaches by operation of law”).
- B. A nonrecorded claim of title to a vacated street or road must usually be perfected by a court decree.
- C. The *Nonuser Statute* permits the vacation of a street or road under the following circumstances:
 1. If the street is dedicated by a plat:
 - a. The plat must have been recorded prior to March 12, 1904.
 - b. The plat must have been outside the corporate limits of a city or town at the time of platting and for five years thereafter.
 - c. The streets dedicated on the plat must have remained unopened for a five-year period prior to March 12, 1909.
 2. If the street or road is not dedicated by a plat:
 - a. The street or road must have remained unopened for public use for a period of five years after the order is made or authority granted for opening it.
 - b. The lands must have not been conveyed to the state, or to any county, city or town for highways, streets, roads, alleys, or other public places.

2. If, prior to the decree, property is vested as the separate property of one of the parties and the property is not mentioned in the court action, the property remains the separate property as last vested.
 3. If the court action took place in another state, the validity of any award of property in this state is questionable for lack of jurisdiction.
- C. A lump sum judgment against either party awarded in the decree, becomes a lien against that person's property, but if the lump sum judgment was entered in another state, it is not a lien against property in this state until the foreign judgment has been registered in this state and additional proceedings completed to levy on the local property (RCW 6.36).

8-5.4.2 Rules

A property settlement granted by any county in this state is valid as to the award or division of real property in all counties in the state.

8-5.4.3 Procedures

- A. The Acquisition Agent:
1. Obtains from the parties in interest, information concerning current marital status and any related property settlement.
 2. If the field inquiries indicate a conflict with the disclosures in the title report, obtains the following information from the parties at interest:
 - a. Place of the court action (county, state).
 - b. Date of the decree.
 - c. Full names of the parties to the dissolution.
 3. Submits the information to the Region RESM and requests further instructions.
- B. The Region RESM:
1. Makes the following determination:
 - a. Whether a decree has been entered.
 - b. Whether the appeal period has expired.
 - c. Whether the property in question was awarded in the court action.
 - d. Whether, and against whom, a judgment was entered in the court action.
 2. Submits any relevant information to the title company and requests an SPC.
 3. Provides the Acquisition Agent with any necessary special instructions.
- C. The Acquisition Agent closes the transaction dealing with the parties in accordance with any special instructions and the following, as applicable:
1. If the property was community property and not awarded in the court action, joins both parties in a normal conveyance as tenants in common (see Chapter 9).

	Page
9-1 General	9-1
9-1.1 Introduction	9-1
9-1.2 Rules	9-1
9-1.2.1 Language	9-1
9-1.2.2 Composition	9-1
9-1.2.2.1 Preprinted Forms	9-1
9-1.2.2.2 Custom Forms	9-2
9-1.2.3 Parcel Identification	9-2
9-2 Elements (Paragraphs)	9-2
9-3 Function Title	9-3
9-4 Federal Aid Project Number	9-3
9-5 Project Number and Title	9-3
9-6 Party Clause	9-3
9-6.1 General	9-3
9-6.2 Corrective Identity	9-3
9-6.3 Marital Status	9-4
9-6.4 Corporate Names	9-6
9-6.4.1 Private Corporations	9-6
9-6.4.2 Governmental Agencies	9-6
9-6.5 Estate or Interest	9-6
9-6.6 Trustee	9-6
9-6.7 Executor/Administrator	9-7
9-6.8 Guardian	9-7
9-6.9 Tenants in Common and Joint Tenants	9-7
9-6.10 Fractional Interest	9-7
9-6.11 Partnerships	9-8
9-7 Consideration	9-8
9-7.1 Lump Sum	9-8
9-7.2 Rate	9-9

9-8	Conveyance Clause	9-9
9-8.1	General	9-9
9-8.2	Easement	9-9
9-8.3	Temporary Easement, Right of Entry, Permit	9-10
	9-8.3.1 Temporary Easement, Temporary Construction Easement	9-10
	9-8.3.2 Right of Entry	9-10
	9-8.3.3 Permit, Construction Permit	9-10
9-8.4	Lease	9-10
9-8.5	Option (To Be Published)	9-11
9-8.6	Consent to Change of Grade	9-11
<hr/>		
9-9	Property Description	9-11
9-9.1	Illustrations of Adequate Description	9-11
9-9.2	Controlling Elements of a Description	9-12
9-9.3	Rectangular Survey Descriptions	9-14
	9-9.3.1 (Reserved)	9-17
	9-9.3.2 Hazards in Interpretation	9-17
	9-9.3.2.1 Dimensional Units	9-17
	9-9.3.2.2 Different Points of Reference	9-17
	9-9.3.2.3 Descriptions Involving Exceptions	9-18
	9-9.3.2.4 Ambiguity	9-19
	9-9.3.3 Government Lots	9-19
	9-9.3.4 Tide and Shorelands	9-20
	9-9.3.4.1 Classes of Tide and Shorelands	9-23
	9-9.3.4.2 Lateral Boundaries of Waterfront Tracts	9-24
	9-9.3.4.3 Development of Tide and Shorelands	9-26
9-9.4	Lands Bounded by Unnavigable Bodies of Water	9-26
9-9.5	Metes and Bounds Descriptions	9-28
	9-9.5.1 Controls	9-28
	9-9.5.2 Description of Curved Lines	9-29
9-9.6	Platted Property	9-30
9-9.7	Streets, Roads, and Highways	9-33
9-9.8	Title Problems	9-35
	9-9.8.1 Overlaps and Gaps	9-35
	9-9.8.2 Appurtenances	9-35
9-9.9	Survey Line Descriptions	9-36
	9-9.9.1 General	9-36
	9-9.9.2 Acquisition Portion	9-36
	9-9.9.3 Parcel Description	9-39
9-9.10	County Roads Acquired	9-40
9-9.11	Exchange Agreement	9-40
9-9.12	Vacated Street or Road	9-41
9-9.13	Sample Descriptions	9-41

	Page
9-10 Miscellaneous Clauses	9-53
9-10.1 Limited Access	9-53
9-10.1.1 Access Rights Only Conveyances	9-53
9-10.1.2 Land and Access Rights Conveyances	9-53
9-10.1.3 Release of Lessee's Interest	9-53
9-10.1.4 Release of Mortgagee's or Beneficiary's (Deed of Trust) Interest	9-53
9-10.1.5 Access Reservation	9-53
9-10.1.5.1 By Highway Connection	9-54
9-10.1.5.2 By Frontage Service Road	9-54
9-10.1.5.3 By Road Approach	9-54
9-10.1.5.4 By Highway Structure	9-57
9-10.2 Specific Details	9-57
9-10.2.1 One Type of Acquisition	9-57
9-10.2.2 Multiple Types of Acquisition	9-57
9-10.3 Payment Authorization	9-58
9-10.3.1 By Grantors to One Grantor	9-58
9-10.3.2 By Mortgagee to Mortgagor/Beneficiary to Grantor	9-58
9-10.4 Improvement Straddling Right of Way Line	9-58
9-10.5 Timber (Crop) Removal	9-58
9-10.6 Road Approaches — Nonlimited Access	9-58
9-10.7 Construction Item	9-59
9-10.8 Occupancy Clauses	9-59
9-10.8.1 General	9-59
9-10.8.2 Early Occupancy	9-59
9-10.9 Reserved	9-60
9-10.10 Release of Damages	9-60
9-10.10.1 Fencing	9-60
9-10.10.2 Water Systems	9-60
9-10.11 Mineral Rights Reservation	9-60
9-10.12 Slope Easement, Termination Of	9-61
9-10.13 Easement for Transfer	9-61
9-10.14 Reversion	9-61
9-10.14.1 Reversion Clause	9-61
9-10.15 Right of First Refusal	9-61
9-10.15.1 First Refusal Clause	9-61
<hr/>	
9-11 Reserved	9-62
<hr/>	
9-12 Delivery Clause	9-62
<hr/>	
9-13 Instrument Date	9-62

	Page
9-14 Execution	9-62
9-14.1 General	9-62
9-14.2 Individuals	9-62
9-14.2.1 Personally	9-62
9-14.2.2 Signature by Mark	9-63
9-14.2.3 Fiduciary	9-64
9-14.3 Corporations	9-65
9-14.3.1 Private Corporations	9-65
9-14.3.2 Corporate Seal	9-65
9-14.3.3 Local Public Bodies	9-65
9-14.4 Partnerships	9-65
<hr/>	
9-15 Acknowledgment	9-67
9-15.1 General	9-67
9-15.2 Rules	9-67
9-15.3 Format Examples	9-68
<hr/>	
9-16 Recording Block	9-74
<hr/>	
9-17 Attachments/Corollary Documents	9-74
9-17.1 General	9-74
9-17.2 Rules	9-74
9-17.3 Affidavit	9-75
9-17.4 Exhibits	9-75
9-17.4.1 Parcel Descriptions	9-75
9-17.4.2 Exhibit Maps	9-76
9-17.5 Resolutions	9-76
<hr/>	
9-18 Acceptance and Approval	9-77

- C. If money is to be paid in relation to an agreement or for a release of an interest, e.g., damages, judgement, or lease, in a secondary *Real Property Voucher*, the specific amount of the consideration is shown in words and numerals:
1. “. . . ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$1,500.00) . . .”

9-7.2 Rate

If money is to be paid periodically as in a lease, the amounts to be paid and the frequency of payments are included, adapting suitable language based on the following examples:

- A. “. . . Ten and No/100 Dollars (\$10.00) per month . . .”
- B. “. . . Ten and No/100 Dollars (\$10.00) per month together with Two Cents (\$0.02) per cubic yard of materials removed by the state of Washington and/or its assigns during each such monthly period . . .”
- C. “. . . Mutual Benefits and Six Cents (\$0.06) per cubic yard of materials removed by the state of Washington and/or its assigns, payable annually (semi-annually) . . .”
- D. “. . . On a royalty basis at the rate of \$_____ per cubic yard of material removed by the state as measured by a cross section survey of the excavated area at the completion of each contract, said royalties to be paid promptly at the completion of each such contract . . .”

9-8 Conveyance Clause

9-8.1 General

- A. The conveyance clause states the exact terms and conditions of conveyance. The complexity of the language varies with the function of the conveyance.
- B. A deed normally contains a simple statement to “convey and warrant,” (“Warranty Deed”) or “convey and quit claim” (Quit Claim Deed).
- C. In an “Access Rights Only” deed, the complete conveyance clause also becomes the access clause.
- D. Easements, permits, leases, options, etc., require additional conveyance language. See Chapter 13 for examples.
- E. The conveying language is followed by the name of the grantee (“the state of Washington”) and nature of the interest conveyed, e.g., “the following described real property” (in a deed); “the temporary right to use and occupy the following described real property” (in a lease or permit).

9-8.2 Easement

- A. An easement conveys a permanent interest in specific property rights. The interest acquired can be extinguished by merger, abandonment, or relinquishment.

- B. Form RES 324 'EASEMENT', contains the basic easement language ('convey and grant) into which is inserted the language which describes only the interest which the state acquires, for example: '... construction and maintenance of a Channel Change Facility of the Cedar River...'.

9-8.3 Temporary Easement, Right of Entry, Permit

These documents are used to obtain the temporary use of a property for a specific purpose. The document needs to clearly state the purpose and the termination date.

9-8.3.1 Temporary Easement, Temporary Construction Easement

- A. Temporary easements are used when the state requires a property right of a temporary nature that involves construction activities on privately owned property. In cases where the work to be performed is not beneficial to the property owner, just compensation may be paid. A temporary easement is not revocable by the property owner and may recorded to place constructive notice of the rights the state has acquired.
- B. Form RES 325 'TEMPORARY EASEMENT' contains basic language to into which is inserted the specific language describing the reason for the temporary easement and the expiration date of the temporary easement.

9-8.3.2 Right of Entry

- A. A right of entry is a personal not a property right. It gives WSDOT permission to perform a service at the will of the property owner. These documents are used for some survey work, soils analysis, wetland delineation, septic or well testing, or such work usually associated with the initial scoping and design of the project. These documents can be revoked by the property owner and are only valid with the current property owner. Should the property be transferred or sold, the right of entry will need to be renegotiated. Unless payment is required, rights of entry are not transmitted to Headquarters.
- B. Form RES 'RIGHT OF ENTRY' contains the basic language to into which is inserted the specific language describing the reason for the right of entry and the expiration date of the right.

9-8.3.3 Permit, Construction Permit

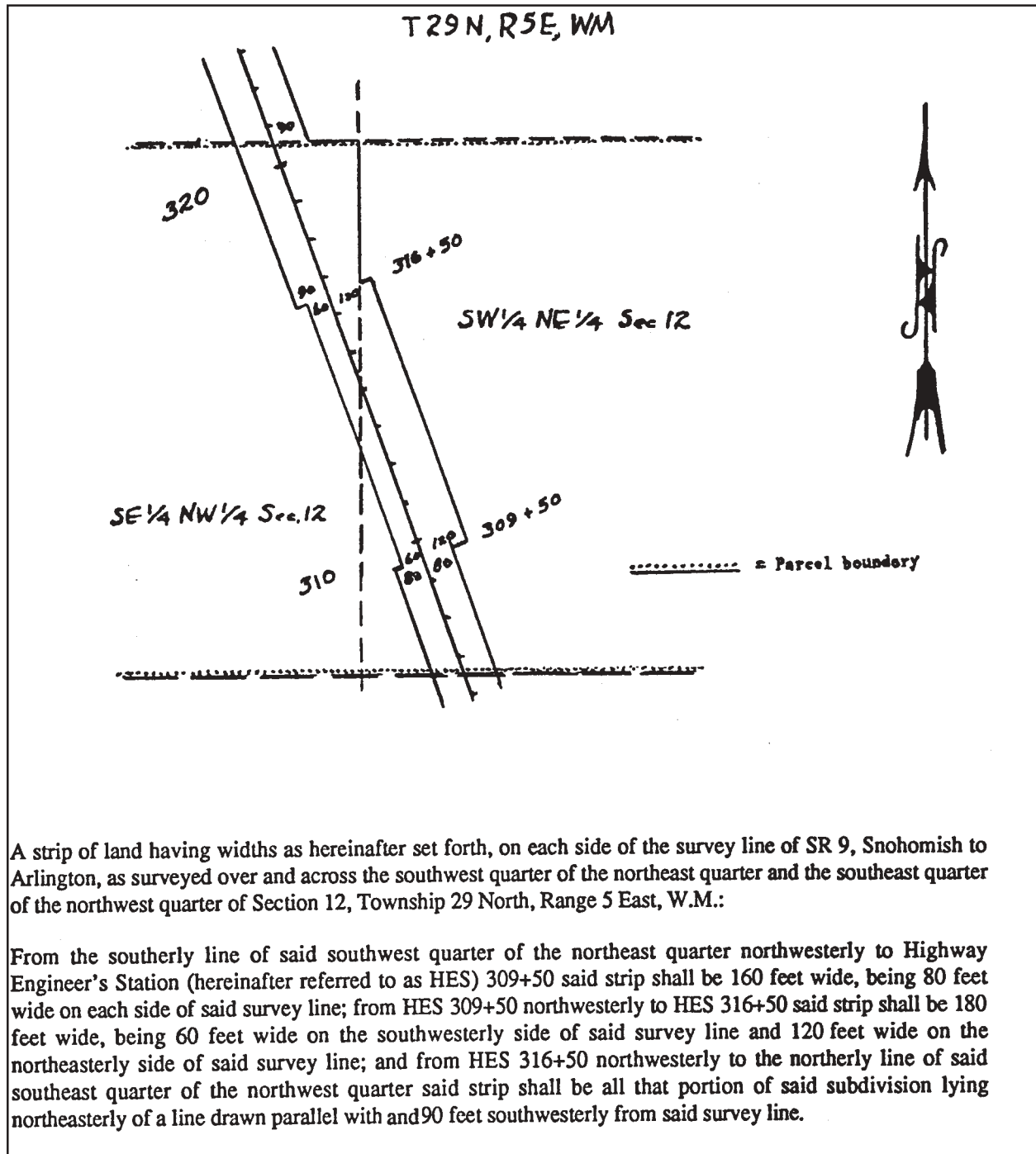
- A. A permit is a personal not a property right. It gives WSDOT permission to perform a service at the will of the property owner. Permits are used for mutual benefit situations such as reconnecting a driveway. These documents can be revoked by the property owner at anytime and are only valid with the current property owner. Permits are not transmitted to Headquarters.
- B. Form RES 328 'PERMIT' contains the basic language to into which is inserted the specific language describing the reason for the permit and the expiration date of the permit.

9-8.4 Lease

- A. A Lease obtains specific rights of tenancy. The termination of use of the property is specified and the rights and privileges of the lessee are specified.

B. Survey Line Strip by Varying Widths

Where there is no major position of a strip-type description which is of a constant width, the widths are described in succession from one side of the ownership to the other as in Figure 9-9.13B.



Survey Line Strip by Varying Widths (Example)

Figure 9-9.13B

- D. Every transaction that is transmitted to Headquarters involving a payment of money by the state requires an original *Real Property Voucher*.
1. The “principal” *Real Property Voucher* is a summation of the entire transaction and includes, as applicable:
 - a. All items contributing to just compensation:
 - (1) Lands (in fee, easement, etc.) and access rights.
 - (2) Improvements.
 - (3) Damages.
 - (4) Less special benefits.
 - b. Legal/Administrative — an itemized list (e.g., statutory evaluation allowance, administrative settlement, etc.).
 - c. Other Items — an itemized list (e.g., escrow fee, partial reconveyance fee, etc.).
 - d. Deductions — an itemized list (e.g., real estate taxes, assessments, performance bond, salvage value, construction items, etc.).
 2. There may be one or more “secondary” *Real Property Vouchers*.
 - a. A “secondary” voucher is prepared to order payment of any sum which has been deducted from the “principal” voucher, such as:
 - (1) For payment of the grantor’s obligation to another party (e.g., real estate taxes).
 - (2) For the direct payment of a (deducted) cost to cure item.
 - b. A “secondary” voucher is prepared to order payment of an item which is not part of the “principal” voucher (e.g., the trustee’s ministerial fee).

Note: The seller’s incidental expenses are shown in the “Other Items” section of the “principal” voucher when the recipients thereof join with the grantor(s) on that voucher, or are to receive any payment due through an escrow distribution.
 3. If a grantor is unable to accept any particular voucher language, the Region Real Estate Services Manager (Region RESM) contacts the Assistant Director of the Title and Condemnation Program for instructions.

10-2.2 Procedures

10-2.2.1 Preparation

Following the examples given in Appendix 10-1, the Acquisition Agent prepares all necessary *Real Property Vouchers* in accordance with Section 10-2.1 as follows:

- A. GRANTOR OR CLAIMANT Block: Insert the names of all payees and the address of one payee. If the transaction is being escrowed, the escrow agent’s name and address are inserted.

In addition, insert the TIN or SSN of the firm or individual responsible for income tax and WSDOT Accounting will report to the USA Internal Revenue Service.

10-2.3.1 Land Only

After “Lands conveyed,” insert: “approx. _____ (acres or square feet) in fee.”
If appropriate, continue with: “approx. (acres or square feet) in easement,” etc.

10-2.3.2 Access Rights Only

Cross out the words “Lands Conveyed” and insert: “For All Access Rights.”

10-2.3.3 Land and Access Rights

Following the text in Section 10-2.3.1, continue with: “and for all access rights,” following the lands conveyed in fee, if any.

10-2.3.4 Improvements

After “Improvement Conveyed,” insert a list of the improvements as given in the DV (Form RES-214); e.g., “Dwelling, garage, out buildings,” etc.

10-2.3.5 All Remainders Conveyed

“Approx. _____ (acres or square feet) and/or improvement (describe improvement)” as given in the DV (Form RES-214).

10-2.3.6 Damages

Damages are handled as specified in Section 10-2.2.1G4.

10-2.3.7 Timber and Crops

If the grantor is not permitted to remove timber or crops, insert the following text under “Legal/Administrative”: “For loss of (all standing or down timber, crops).”

10-2.3.8 Trades/Exchanges

If the transaction involves a trade or exchange, insert the following text under “Deductions”: “The state agrees to convey (when the new facility is opened to traffic) that certain tract of land identified as Parcel/Inventory Control No. as fully set forth in the Exchange Agreement dated _____.” Enter value in the amount column.

Note: If both parcel and inventory control numbers are available, insert both.

10-2.3.9 Administrative Settlement

Under “Legal/Administrative,” insert: “Administrative Settlement.”

10-2.3.10 Salvage of Improvements

Under “Deductions,” insert: “Value of Grantor-Acquired Salvage of Improvements (from DOT Form 263-003).”

10-2.3.11 Performance Bond

On the “principal” voucher, insert on the line “Performance Bond A-592” the following text “performance bond for above salvaged item(s)” and the amount (from DOT Form 263-005). *Note:* No Secondary Voucher is needed.



**Washington State
Department of Transportation**

Real Property Voucher

AGENCY NAME DEPARTMENT OF TRANSPORTATION Real Estate Services Transportation Building P.O. Box 47338 Olympia, Washington 98504-7338		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant, and also that the number shown hereon is my correct taxpayer identification number.	
GRANTOR OR CLAIMANT (NAME, ADDRESS)		TIN/SSN NUMBER	SIGNATURE (IN INK) INCLUDE TIN NUMBER FOR EACH CLAIMANT
King County Treasurer King County Administration Bldg. Seattle, WA 98104			
PROJECT NO.: A09011B			
PROJECT TITLE: SR 90, Echo Lake to Tanner			
FEDERAL AID NO. I-90-1 (71) 28	PARCEL NO. 7-07777		
IN FULL COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR THE TITLE OR INTEREST CONVEYED OR RELEASED AS FULLY SET FORTH IN:		DATED	\$ AMOUNT
LANDS CONVEYED			
IMPROVEMENTS CONVEYED			
FOR ALL REMAINDERS CONVEYED			
FOR ALL DAMAGES			
LESS SPECIAL BENEFITS			
LEGAL OR ADMINISTRATIVE SETTLEMENT		JUST COMPENSATION (FROM DOT FORM 261-023) →	
STATUTORY EVALUATION ALLOWANCE			
OTHER 2nd half 2000 Real Estate Taxes - Acct. # 322426-9104-456789			476.32
ESCROW FEE			
DEDUCTIONS:		SUB-TOTAL →	
PERFORMANCE BOND - A592			
COMMENTS			TOTAL DEDUCTIONS
INVOICE			
AGREE #:	DATE:	PARCEL NO: 7-07777	AMOUNT: 476.32
PARCEL	JOB NUMBER WORK ORDER GRP	WORK OP	ACCOUNT CLASSIFICATION ACCOUNT OBJ SUB
			CONTROL SECTION
			ORG. NO.
			NON-PART.
			TOTAL DOLLARS
7-07777	RW 2504 01	0221	JE 70 170700 473101 476.32
PERFORMANCE BOND		B/S ACCOUNT - A592	
		TOTAL →	476.32 476.32
ACQUISITION AGENT John J. Jones		DATE Jan 2, 2000	WARRANT REGISTER NO.
DIRECTOR OF REAL ESTATE SERVICES		DATE	VOUCHER NO.

DOT Form 262-039 EF
Revised 10/2000

DISTRIBUTION: ORIGINAL — HQ ACCOUNTING
COPIES TO: REAL ESTATE SERVICES; GRANTOR; REGION

A "Secondary" Real Property Voucher — Taxes (Example) Enclosure 3

- i. Statement that “The state reserves the right to postpone or cancel all sales or to reject any and all bids.”
 - j. For sealed bid auctions, the address and telephone number for obtaining bid forms and detailed instructions.
2. Headquarters will give notice of the sale by publication of the “Notice of Auction” on the same day of the week for two consecutive weeks, with the first publication at least two weeks prior to the date of auction, in a legal newspaper of general circulation in the area where the property is located. A notice shall be placed in both the legal notice section and the real estate classified section of the newspaper.
3. Headquarters, together with the region, will post the property “For Sale” with a copy of the “Notice of Auction” at least two weeks prior to the scheduled sale.
4. Headquarters will mail copies of the “Notice of Auction” to all parties on the appropriate mailing list, abutting owners, and any interested parties as disclosed in the surplus property file.
5. For sealed bid auctions, Headquarters will also complete the following tasks:
 - a. Record all requests for sale packets. The record shall include name, address, date of request, specific parcel of inquiry, and date packet is mailed to requester.
 - b. Answer any questions or inquiries not explained in packet.
 - c. Receive the sealed bids. The bids shall remain sealed until the bid opening. The bids will be date-time stamped and logged onto a bidder sheet. The bidder sheet will show the name, address, date, and time of bid receipt and minimum bid before the bid opening with the official bid amount to be noted upon opening.

B. Sale Procedure for Oral Bid Auctions

1. At the advertised time and place, the auctioneer begins the auction sale by making the following announcements:
 - a. Names, if any, of any WSDOT employees authorized by the Secretary of Transportation to bid as a private citizen.
 - b. The type of interest being sold.
 - c. Conveyance of the property will be by Quitclaim Deed with no title insurance or survey.
 - d. Any guarantees, restrictions, reservations, or special contingencies that apply to any of the parcels being sold.
 - e. Asks for and answers any questions before beginning the bidding.
2. The auctioneer begins the sale by asking for the minimum bid on the first parcel and continues until all bidding is completed on that parcel.

- b. The amount determined by WSDOT as necessary to purchase a comparable dwelling.
3. Duplicate Payments — Any proceeds received for payment of damages to the displacee's residence as a result of the major disaster, from any source, such as flood insurance or cancellation of a portion of a Small Business Administration (SBA) loan is deducted from the replacement housing payment for which the displacee is eligible.

12-3.4 Contracting Procedures

The department normally maintains an established organization adequately staffed and equipped to administer the relocation assistance services and payments required by this manual.

- A. The department may enter into agreements with other public agencies pursuant to RCW 39.34 when requested to provide services to such agencies pursuant to RCW 8.26.095.
- B. Where department employees are directly engaged in project activities or provide technical guidance, consultation, training, or otherwise work directly on specific projects to assist employees of another public agency to accomplish relocation assistance operations or in escalating such project operations to an acceptable level of performance, the costs of such project activity may be charged to such project in accordance with Chapter 1 of this manual.
- C. WSDOT monitors relocation assistance activities conducted by any public agency (or individual, firm, association, or corporation under contract to such public agency) engaged in the acquisition of right of way for public works projects in which federal funds will participate. These agencies are required to notify WSDOT in advance of acquisition for federal aid projects in order for WSDOT to perform as the "Lead Agency" as required by RCW 8.26.

12-4 General Relocation

12-4.1 Definitions

- A. Acquired — For the purpose of this chapter, "acquired" means WSDOT obtained legal possession of the real property. The date of such possession is the date on which final payment for the property is made available to the owner(s) or to the court. Where WSDOT has obtained early possession under a Possession and Use Agreement, legal possession is the time specified in the pertinent document or, if not specified in such document, upon making payment as required by such document.
- B. Acquisition Price — For the purpose of computing replacement housing payments, the "acquisition price" is the cost WSDOT pays for the property acquired. The amount is determined from the Real Property Voucher. The amount of any administrative settlement is included and remains a part of the final settlement. Any amount paid by the displacee for salvage rights is considered an expenditure by the displacee toward the purchase of replacement housing. The amount of the "final settlement" in the case of a donation is considered to be fair market value. For court award cases or cases involving an administrative settlement, the amount of the just compensation is analyzed to determine acquisition price.